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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOV 01 2007

In re Applications/Patents of:
OXYCELL HOLDING B.V.

Serial Nos. 10/575,761; 10/533,383; 10/512,483;
10/774,459; 10/512,482; 10/512,449; 10/543,125;
10/546,836; 10/808,342; 11/632,301; 11/658,174.

Atty. Dkt. No.: 05589.0032.000000

**RECORDATION OF CHANGE OF NAME AND RECORDATION OF SECURITY
AGREEMENTS**

Certificate of Transmission under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile
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number ~~703-305-7667~~ on
~~5-11-273-8300~~

Date: 01 Nov 07 Signature:  (Cheryl C. LePore)

Commissioner for Patents
PO Box 1450
Alexandria VA 22313-1450

Sir:

Please record the attached documents.

Note:**First Security Agreement**

By virtue of a first security agreement dated 13 July 2006 rights over the patent have been granted by the Applicant/Patentee to EMMAPLEIN DRACHTEN II B.V.

As evidence of this, a copy of a first security agreement (A1) in Dutch is submitted along with its signed translation into English.

Change of Applicant Name

Please note that on 30 August 2007 the Applicant/Patentee's name and address for the above-mentioned applications/patents changed from OXYCELL HOLDING B.V. to OXYCOM BEHEER B.V. An extract from the Netherlands trade registry is enclosed along with a signed translation into English showing the change of name and address for company No. 05068913.

Second Security Agreement

By virtue of a second security agreement dated 16 October 2007 rights over the patent have been granted by the Applicant/Patentee to HEEMAK B.V.

As evidence this, a copy of the relevant parts of the second security agreement (A2) is submitted.

Respectfully submitted,




David P. Owen
Reg. No. 43,344

Date: 1 Nov. 2007

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Form PTO-1595 (modified) (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2007)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patents and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): OXYCELL HOLDING B.V.; NL Company No. 05068913 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			2. Name and address of receiving party(ies): Name: EMMAPLEIN DRACHTEN II B.V. Street Address: Emmaplein 6, City: Groningen State: _____ Zip Code: 9711AP Country: NL Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date(s): 13 July 2006					
4. Application number(s) or patent number(s): If this document is filed together with a new application, the execution date of the application is					
A. Patent Application No(s). 10/575,761 10/533,383 10/512,483 10/512,482 10/543,125 10/546,836 11/632,301 11/658,174			B. Patent No(s). 6,904,962 7,238,105 7,181,918		
Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no					
5. Name & address of party to whom correspondence concerning document should be mailed: David P. Owen HOWREY LLP Customer No. 43,344			6. Total number of applications and patents involved <u>eleven</u>		
			7. Total fee (37 C.F.R. § 3.41).....\$ <u>440</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account		
			8. Deposit Account Number: 08-3038		
DO NOT USE THIS SPACE					
9. Statement and signature <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
<u>David P. Owen</u> Name of Person Signing Registration No. 43,344		 Signature		<u>1 Nov. 2007</u> Date	
Total number of pages including cover sheet, attachments and document _____ Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231					

A1 19

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OVEREENKOMST VAN VERPANDING
m.b.t. de Lening

De ondergetekenden:

1. **OXYCOM HOLDING B.V.**
gevestigd te Maarsbergen,
ingeschreven in het handelsregister onder nummer 30179602
nader: **Vennootschap**,
vertegenwoordigd door haar statutair directeur, de heer
2. **OXYCOM FRESH AIR B.V.**
gevestigd te Apeldoorn
ingeschreven in het Handelsregister onder nummer 08127255
nader: **OFA**,
vertegenwoordigd door haar statutair directeur, de heer
3. **OXYCOM MOBILE B.V.**
gevestigd te Raalte
ingeschreven in het handelsregister onder nummer 05067939
nader: **OM**
4. **OXYCELL HOLDING B.V.**
gevestigd te Raalte
ingeschreven in het handelsregister onder nummer 05068913
nader: **OH**
5. **OXYCOM HOLDING SARL**
gevestigd te (Luxemburg)
ingeschreven in het handelsregister onder nummer
nader: **OH-SARL**

partijen 1 tot en met 5 ieder afzonderlijk respectievelijk gezamenlijk ook aan te duiden als :
Pandgever respectievelijk Pandgevers

6. **EMMAPLEIN DRACHTEN II B.V.**
gevestigd te Groningen,
ingeschreven in het handelsregister onder nummer 02072696
nader: **Investeerder**,
vertegenwoordigd door haar statutair directeur, de heer T.W. Maan.

OVERWEGENDE:

Op 8/9 juli 2006 is een overeenkomst, partijen genoegzaam bekend, gesloten tussen onder meer de partijen betreffende onder andere het verstrekken van een lening en mogelijk een aanvullende lening door Investeerder aan de Vennootschap, nader: **de Overeenkomst**.

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Ter uitvoering van het bepaalde in artikel 2 lid 1 sub f van de Overeenkomst zijn partijen het navolgende overeengekomen.

ZIJN OVEREENGEKOMEN ALS VOLGT:

Artikel 1 - Verpanding

1. De Pandgevers verklaren hierbij ten behoeve van de Investeerder tot meerdere zekerheid voor de voldoening van al hetgeen de Pandgevers aan de Investeerder nu of te eniger tijd mochten blijken verschuldigd te zijn uit hoofde van de Lening als bedoeld in artikel 2 van de Overeenkomst neergelegd, hierna te noemen: de Lening, in pand te geven, welke inpandgeving de Investeerder hierbij verklaart aan te nemen:
 - a. de gedeponeerde merken en octrooien die in eigendom toebehoren of zullen toebehoren aan Pandgevers, nader: de Merken en Octrooien;
 - b. de inventaris die in eigendom toebehoort of zal toebehoren aan Pandgevers, nader: de Inventaris;
 - c. de voorraden die in eigendom toebehoren of zullen toebehoren aan Pandgevers, nader: de Voorraden;
 - d. de bestaande en toekomstige vorderingen van de Pandgevers, nader: de Vorderingen,de Merken en Octrooien, de Inventaris, de Voorraden en de Vorderingen gezamenlijk ook te noemen: de Verpande Goederen.
2. De verpanding van de Verpande Goederen geschiedt in tweede verband namelijk na het eerste pandrecht van de ABN AMRO Bank N.V. (nader: de Bank) dat geldt tot een maximumbedrag van € 1.250.000,- te vermeerderen met 40% voor rente en kosten.
3. De vestiging van het pandrecht geschiedt door het ondertekenen van deze overeenkomst en voorts onder de bepalingen van de volgende artikelen.

Artikel 2 - Garanties en verplichtingen Pandgevers - algemeen

1. De Pandgevers verklaren hierbij dat de Verpande Goederen hen toebehoren, dat zij tot het verpanden ervan bevoegd zijn en dat de Verpande Goederen niet met een ander pandrecht hoger gerangschikt dan het pandrecht van de Bank bezwaard zijn of met een recht van vruchtgebruik of ander beperkt recht bezwaard zijn.
De Pandgevers verklaren hierbij tevens dat op de Verpande Goederen geen beslag is gelegd.
2. Tot daden van beschikking alsmede tot het bezwaren en het verlenen van (beperkte) rechten (waaronder mede verstaan moet worden het verstrekken van licentierechten) op de Verpande Goederen zijn de Pandgevers zonder voorafgaande schriftelijke toestemming van de Investeerder niet bevoegd.
3. De Pandgevers zijn gehouden ten aanzien van de Verpande Goederen de nodige zorg te (doen) betrachten en deze naar behoren te onderhouden en in stand te houden, mede gelet op het belang van de Investeerder. De Investeerder kan desgewenst ook zelf overgaan of doen

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overgaan tot het nemen van die maatregelen en ter zake gemaakte kosten aan de Pandgevers in rekening brengen.

De Pandgever zal ten aanzien van de Verpande Goederen generlei handeling mogen verrichten waardoor de belangen van de Investeerder zouden kunnen worden geschaad.

4. De Pandgevers verbinden zich de Investeerder steeds en terstond in kennis te stellen van al hetgeen voor de Investeerder van belang kan zijn met betrekking tot de Verpande Goederen, respectievelijk de persoon van de Pandgever(s), zoals onder meer een vordering tot doorhaling, overdracht, opeising of nietigverklaring, een faillissement, een surséance van betaling, een beslag, een onthinding, een nietigverklaring, een bewind, of een onder curatelestelling.

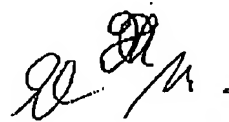
De Pandgevers zijn in ieder geval in de hier opgesomde gevallen tevens verplicht degene die doorhaling, overdracht, opeising of nietigverklaring van de Verpande Goederen vordert, de faillissementscurator, de bewindvoerder, de beslagleggende deurwaarder of de curator terstond mededeling te doen van het bestaan van het pandrecht van de Investeerder, onverminderd het recht van de Investeerder deze mededeling te doen.

5. Indien de Pandgevers in verzuim zijn jegens de Investeerder, is de Investeerder bevoegd de Verpande Goederen door de hoogst gerangschikte pandhouder te doen verkopen en naar rang te delen in de opbrengst onverminderd de bevoegdheid van de Investeerder de Verpande Goederen zelve te verkopen met handhaving van de hoger gerangschikte pandrechten.
6. De Investeerder is gehouden tenminste 8 dagen tevoren aan de Vennootschap of aan degene die op een of meer van de Verpande Goederen een pandrecht of recht van vruchtgebruik heeft gevestigd of daarop beslag heeft gelegd, mededeling te doen van de wijze waarop, de plaats waar en de termijn waarbinnen de voorgenomen verkoop zal plaatsvinden. Evenzo is de Investeerder gehouden mededeling te doen van de verkoop zelve.
7. Na voldoening van de kosten van executie zal de Investeerder de opbrengst van de Verpande Goederen verrekenen met hetgeen de Investeerder van de Pandgevers te vorderen heeft uit hoofde van de Lening. Indien een andere pandhouder dan de Investeerder tot executie van een of meer van de Verpande Goederen overgaat, zal de Investeerder het naar de rang van de Investeerder uitgekeerde gedeelte van de opbrengst daarvan verrekenen met hetgeen de Investeerder van de Pandgevers te vorderen heeft.
8. De kosten van het opmaken van deze overeenkomst komen ten laste van de Vennootschap.

Artikel 3 – Nadere bepalingen ten aanzien van de verpanding van de Merken en Octrooien

1. De Merken en Octrooien omvatten alle merken en octrooien (waaronder mede begrepen octrooiaanvragen) die Pandgevers hebben en/of zullen verkrijgen.

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2. De reeds bestaande Merken en Octrooien blijken uit de als *bijlage 1* aangehechte lijst.
3. Pandgevers verplichten zich de Investeerder steeds onverwijld te informeren omtrent het aanvragen, deponeren, verkrijgen van nieuwe Merken of Octrooien.
4. De Investeerder is gerechtigd de verpanding van de Merken en Octrooien te doen inschrijven in de daarvoor bestemde registers.
5. Pandhouder is bevoegd zelfstandig een vordering als bedoeld in artikel 70 lid 5 Rijsoctrooiwet in te stellen.

Artikel 4 – Nadere bepalingen ten aanzien van de verpanding van de Vorderingen

1. De Vorderingen omvatten alle vorderingen die Pandgevers hebben en/of zullen verkrijgen op derden.
De reeds bestaande Vorderingen blijken uit de als *bijlage 2* aangehechte debiteurenlijsten.
2. Het pandrecht op toekomstige Vorderingen wordt gevestigd door registratie van door of namens Pandgevers getekende pandlijsten. Pandgevers zijn verplicht nieuwe Vorderingen onmiddellijk na hun ontstaan op pandlijsten te vermelden en deze pandlijsten met de daaraan gehechte bescheiden te ondertekenen en tenminste eenmaal per twee weken te zenden c.q. te overhandigen aan de Investeerder.
3. Investeerder is gerechtigd om zonder ingebrekestelling of rechterlijke tussenkomst van de verpanding mededeling te doen aan de debiteuren van de Vorderingen, alsmede in en buiten rechte nakoming te eisen van de Vorderingen, betaling daarvan in ontvangst te nemen en daarvoor te kwiteren, de vorderingen door opzegging opeisbaar te stellen, met de betreffende debiteuren zowel minnelijke als gerechtelijke akkoorden aan te gaan en alle overige aan de Vorderingen verbonden rechten uit te oefenen.

Artikel 5 – Nadere bepalingen ten aanzien van de verpanding van Inventaris en Voorraden.

1. De Inventaris en Voorraden omvatten alle inventaris en voorraden die in eigendom toebehoren of zullen toebehoren aan Pandgevers.
2. De Pandgevers zijn verplicht de Inventaris en Voorraden te verzekeren en verzekerd te houden tegen risico's van brand en diefstal. De Investeerder is gerechtigd te allen tijde op de polis de verpanding aan te tekenen en, in geval van schade, met de assuradeur alle regelingen te treffen als ware zij verzekeringneemster.
3. De Pandgevers zijn gerechtigd de Voorraden te verkopen in de normale uitoefening van hun bedrijven.
4. De Investeerder is gerechtigd om, zodra Pandgevers in de nakoming van hun verplichtingen jegens de Investeerder tekortschieten of haar goede redenen geeft te vrezen dat in die verplichtingen zal worden tekortgeschoten, de Inventaris en Voorraden onder zich te nemen, te verkopen en zich uit de opbrengst te voldoen, conform haar rang. Het eventuele overschot zal onverwijld worden uitgekeerd aan de Pandgevers.

Artikel 6 - Registratie

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Handwritten signatures and initials:
JH
JL
M.
Q

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1. Deze overeenkomst is bestemd om te worden geregistreerd in de zin van de artikelen 3:237 en 3:239 BW. De Investeerder is bevoegd ook verdere akten en lijsten betreffende de pandverhouding te (doen) registreren en/of verdere handelingen te verrichten ter uitvoering van deze pandverhouding. Pandgevers geven de Investeerder hierbij onherroepelijk volmacht tot het verrichten van alle handelingen, wenselijk of nodig, om het hier bedoelde effect te bereiken.

Artikel 7 – Geschillen – bevoegde rechter

1. Op deze overeenkomst is uitsluitend Nederlands recht van toepassing
2. Op alle geschillen die naar aanleiding van deze overeenkomst en/of nadere overeenkomsten ontstaan, is bij uitsluitend van een andere rechter in het Arrondissement Groningen bevoegd, onverminderd het recht van partijen op hoger beroep en/of cassatie.

ALDUS OVEREENGEKOMEN EN IN ENKELVOUD GETEKEND TE *Wierseveld*
OP *12-07-2006*

1. *[Signature]*
Oxycom Holding B.V. *13/7/06*

2. *[Signature]*
Oxycom Fresh Air B.V. *13/7/06*

3. *[Signature]*
Oxycom Mobile B.V. *13/7/06*

4. *[Signature]*
Oxycom Holding B.V. *13/7/06*

5. *[Signature]*
Oxycom Holding SARL *13/7/06*

6. *[Signature]*
Emmaplein Drachten II B.V. *Maan 13/7/06*

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KOSTEN VAN
DE INSPECTIE
G. VERREER




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OVERZICHT HANDELSNAMEN EN GEDEPONEERDE MERKEN**Handelsnamen:**

Oxycom
Oxycom Holding
Oxycom Mobile
Oxycom Fresh Air
Oxycell
Oxycell Holding

Merken:

<u>Merk</u>	<u>Rechthebbende</u>	<u>Inschrijvingsnr</u>	<u>Depotdatum</u>	<u>Bnl/Eur</u>
OXICELL	Oxycell Holding	0729003	03-01-2003	BNL
OXICOM	Oxycell Holding	0729004	08-01-2003	BNL
OXICELL	Oxycell Holding	003235058	30-06-2003	EUR
OXICOM	Oxycell Holding	003235421	30-06-2003	EUR

BIJLAGE

Oxycom Portfolio Overview					
FAC No	Ctry	Application No.	Application Date	Oxycom Ref	Status
05589.0003.00PC00	WO	PCT/EP2004/01183	18-oct-04	46WO	Pending, National entry due in May 2006
05589.0004.00NL00	NL	1021294	31-oct-02		
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05589.0004.00TW00	TW	92130419	31-oct-03	39TW	PEN
05589.0004.00CA00	AU	2003283311	31-oct-03	39AU	PEN
05589.0004.00BR00	BR	PI0315811-0	31-oct-03	39BR	PEN
05589.0004.00CA00	CA	2504243	31-oct-03	39CA	PEN
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05589.0017.00NL01	NL	1023477	19-mar-03	43	GRA
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05589.0018.PCAU00	AU	2004215180	26-feb-04	44AU	PEN
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05589.0018.PCCA00	CA	2517169	26-feb-04	44CA	PEN
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05589.0018.CNHK00	HK				Not yet filed
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05589.0018.PCEP00	EP	4714775,6	26-feb-04	44EP	PEN
05589.0018.PCIL00	IL	4714775,6	26-feb-04	44IL	PEN
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05589.0018.PCMX00	MX	PA/a/2005/008971	26-feb-04	44MX	PEN
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05589.0020.NPUS00	US	10/808,342	25-mar-04	47US	PUB
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05589.0021.00TW00	TW	94129482	12-jul-05	48TW	PEN
05589.0023.00PC00	WO	PCT/EP2005/03806	21-jul-05		PEN
05589.0023.00TW00	TW	94124858	22-jul-05		PEN
05589.0024.00GB00	GB	517776,1	01-sep-05		Unpublished
05589.0025.00GB00	GB				Unpublished

05589.0026.00gb00	GB				Unpublished
05589.0027.00gb00	GB				Unpublished


PAGE 12/39 * RCVD AT 11/1/2007 10:21:48 AM [Eastern Daylight Time] * SVR:USPTO-EFXRF-6/6 * DNIS:2738300 * CSID:+31 20 4637296 * DURATION (mm:ss):06:38

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CENTRAL FAX CENTER****NOV 01 2007**

Translation of document entitled "Overeenkomst van verpanding"

I, Maria Heeger, employed with the lawyers' firm Plas & Bossinade advocaten & notarissen at Groningen, Paterswoldseweg 802 (postal code: 9728 BM),

hereby certify that I am conversant with the languages of English and Dutch and that I have prepared the attached translation which is a true and correct translation into the English language of the Pledge Agreement between Oxyceel Holding B.V. dated 13 July 2006, to the best of my knowledge and belief.


..... (signature)

Groningen, 29 Oktober 2007

07-174252

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NOV 01 2007

PLEDGE AGREEMENT
with respect to the Loan

The undersigned:

1. **OXYCOM HOLDING BV**
a closed corporation held under Dutch law
located in Maarsbergen,
registered with the trade register under number 30179602
hereinafter: **Corporation**
represented by its director under the articles of incorporation, mr
 2. **OXYCOM FRESH AIR B.V.**
a closed corporation held under Dutch law
located in Apeldoorn,
registered with the trade register under number 08127255
hereinafter: **OFA**
represented by its director under the articles of incorporation, mr
 3. **OXYCOM MOBILE B.V.**
a closed corporation held under Dutch law
located in Raalte,
registered with the trade register under number 05067939
hereinafter: **OM**
 4. **OXYCELL HOLDING B.V.**
a closed corporation held under Dutch law,
located in Raalte,
registered with the trade register under number 05068913
hereinafter: **OH**
 5. **OXYCOM HOLDING SARL**
located in (Luxemburg)
registered in the trade register under number
hereinafter: **OH-SARL**
- the parties 1 up to 5 are also referred to respectively separately and jointly as **Pledgor** and **Pledgors**.
6. **EMMAPLEIN DRACHTEN II B.V.**
a closed corporation under Dutch law
located in Groningen,
registered with the trade register under number 02072696
hereinafter: **Investor**
represented by its director under the articles of incorporation, mr T.W. Maan

Oxycom deed of pledge
Text dated 11 July 2006



WHEREAS

On 8/9 July 2006 an agreement, sufficiently known to the parties, was entered into inter alia by the parties with respect to matters which include the granting of a loan and possibly an additional loan by Investor to the Corporation, hereinafter: the Agreement

For the implementation of the provisions of article 2 paragraph 1 under f of the Agreement the parties have agreed upon the following:

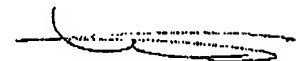
HAVE AGREED AS FOLLOWS**Article 1 – Pledge**

1. For the benefit of the Investor as an additional security for the settlement of all that the Pledgors may owe to the Investor now or at any future moment in time on account of the Loan as laid down in article 2 of the Agreement, hereinafter to be referred to as: the Loan, the Pledgors hereby give in pledge, which pledge the Investor herewith accepts:
 - a. the registered trademarks and patents that are or will be owned by Pledgors, hereinafter: the Trademarks and Patents;
 - b. the equipment that is or will be owned by Pledgors, hereinafter: the Equipment;
 - c. the stock that is or will be owned by Pledgors, hereinafter: the Stock;
 - d. the existing and future receivables of Pledgors, hereinafter: the Receivables.the Trademarks and Patents, the Equipment, the Stock and the Receivables, jointly also to be referred to as: the Pledged Goods.
2. The Pledged Goods are pledged as a second ranking pledge, i.e. they are preceded by the first right of pledge of ABN AMRO Bank N.V. (hereinafter: the Bank) that applies to a maximum amount of € 1.250.000,- plus 40% for interest and costs.
3. The right of pledge is created by the signing of this agreement and furthermore within the scope of the provisions set out in the following articles.

Article 2 – Guarantees and obligations of Pledgors – in general

1. The Pledgors herewith declare that they own the Pledged Goods, that they are entitled to the pledging thereof and that the Pledged Goods are not encumbered with another right of pledge that ranks higher than the right of pledge of the Bank nor with a right of usufruct or any other restricted right [*beperkt recht*, as defined under Dutch law].
The Pledgors herewith also declare that the Pledged Goods are not subject to any attachment orders.
2. Pledgors are not empowered to perform acts of disposition and neither are they empowered to encumber rights or restricted rights with or to grant rights or restricted rights on (which also covers the granting of licensing rights) the Pledged Goods without prior written permission from the Investor.
3. The Pledgors are obliged to always exercise due care or see to it that due care is exercised with respect to the Pledged Goods, also in view of the interest of the Investor. The Investor may also, should such be desired, take relevant measures itself or have those measures taken and charge the costs thereof to the Pledgors.

Oxycom deed of pledge
Text dated 11 July 2006



The Pledgor is not allowed to perform any acts which may be detrimental to the interests of the Investor.

4. The Pledgors undertake to inform the Investor promptly of all that may be of interest to the Investor with regard to the Pledged Goods and the person of the Pledgor or Pledgors respectively, which include an action for annulment, transfer, revendication or declaration of voidness, a bankruptcy, a moratorium, an attachment, a termination, administration or placing under guardianship.

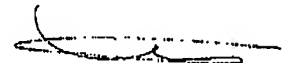
In all events as listed above the Pledgors are in any case obliged to give immediate notice of the existence of the Investor's right of pledge to any person who lodges a claim for cancellation, transfer, revendication or declaration of voidness of the Pledged Goods, the trustee in bankruptcy, the administrator, the bailiff who has carried out the attachment order or the guardian, without prejudice to the right of the Investor to give this information.

5. If the Pledgors are in default towards the Investor, the Investor is empowered to have the Pledged Goods sold by the highest ranking pledgee and to share in the proceeds in accordance with the rank without prejudice to the power of the Investor to sell the Pledged Goods itself while maintaining the higher ranking rights of pledge.
6. The Investor is obliged to inform the Corporation or the one who has established a right of pledge or a usufruct in or who has made an attachment upon one or more of the Pledged Goods at least 8 days beforehand of the manner in which, the place where and the time limit within which the intended sale will take place. Likewise the Investor is obliged to give notice of the sale itself.
7. After having paid the execution costs the Investor will set off the proceeds of the Pledged Goods against the claims the Investor has on the Pledgors pursuant to the Loan. If a pledgee other than the Investor decides to execute one or more of the Pledged Goods, the Investor will set off the part of the proceeds thereof that has been paid in accordance with the rank of the Investor against the claim the Investor has on the Pledgors.
8. The costs involved in drawing up this agreement will be borne by the Corporation.

Article 3 – Further stipulations regarding the pledging of the Trademarks and Patents

1. The Trademarks and Patents extend to all trademarks and patents (including the patent applications) Pledgors have and/or will obtain.
2. The existing Trademarks and Patents are shown on the list attached as *exhibit 1*.
3. Pledgors undertake to inform the Investor always without delay of the applying for, filing with, obtaining of new Trademarks or Patents.
4. The Investor is entitled to have the pledging of the Trademarks and Patents listed in the appropriate registers.
5. Pledgor is empowered to submit a claim as referred to in Section 70 subsection 5 Dutch Patents Act 1995 [*Rijsoctrooiwet*].

Oxycom deed of pledge
Text dated 11 July 2006



Article 4 – Further stipulations regarding the pledging of the Receivables

1. The Receivables extend to all claims Pledgors have and/or will have at any future moment in time on third parties.
The already existing Receivables are shown on the list of receivables attached as *exhibit 2*.
2. The right of pledge on future Receivables is created by way of registering the pledge lists signed by or on behalf of Pledgors. Pledgors are obliged to specify new Receivables in pledge lists immediately after they have come into existence and to sign these pledge lists and the attached documents and to send or hand them to the Investor at least once every two weeks.
3. Investor is entitled to notify those persons who owe the Receivables of the pledge without notice of default or judicial intervention, and may also in and out of court demand fulfilment of the Receivables, receive payment thereof and give discharge for payments made, make the Receivables due and payable by means of cancellation, settle with the debtors judicially or extrajudicially and exercise all other rights connected with the Receivables.

Article 5 – Further stipulations regarding the pledging of the Equipment and Stock

1. The Equipment and Stock extend to all equipment and stock that are owned or will be owned by Pledgors.
2. The Pledgors are obliged to take out a fire and theft insurance and to continue this insurance with respect to the Equipment and Stock. The Investor is at all times entitled to note the pledge on the policy and, if damage occurs, to make arrangements with the insurer in the capacity of policyholder itself.
3. The Pledgors are entitled to sell the Stock in the normal course of their business.
4. The moment the Pledgors fail to fulfil their obligations towards the Investor or give good reason to the Investor to fear that they may fail to fulfil those obligations, the Investor is entitled to take possession of the Equipment and Stock, to sell it and to pay itself from the proceeds, in accordance with its rank. The possible surplus will be paid to the Pledgors without delay.

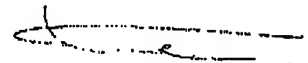
Article 6 – Registration

This agreement is destined to be registered within the meaning of Sections 237 and 239 of Book 3 of the Dutch Civil Code. The Investor is empowered to register further deeds and lists with regard to the pledge relationship as well, or to have them registered, and/or to perform further activities for the implementation of this pledge relationship. Pledgors herewith grant to the Investor irrevocable power of attorney to carry out all that is desirable or necessary to achieve the intended effect.

Article 7 – Disputes – competent court

1. This agreement is exclusively governed by Dutch law.
2. The court in Groningen has exclusive jurisdiction to settle any disputes that may arise in connection with this agreement and/or further agreements, without prejudice to the rights of the parties to appeal and/or bring an appeal in cassation.

Oxycom deed of pledge
Text dated 11 July 2006

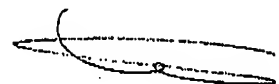


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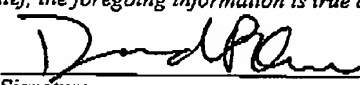
AGREED UPON AND DRAWN UP IN A SINGLE COPY AT Warnsveld on 12 July 2006.

1.
Oxycom Holding B.V.
2.
Oxycom Fresh Air B.V.
3.
Oxycom Mobile B.V.
4.
Oxycel Holding B.V.
5.
Oxycom Holding SARL
6.
Emmaplein Drachten II B.V.

Oxycom deed of pledge
Text dated 11 July 2006

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Form PTO-1593 (modified) (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): OXYCELL HOLDING B.V.; NL Company No. 5068913 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			2. Name and address of receiving party(ies): Name: OXYCOM BEHEER B.V. Street Address: Burgemeester Falkenaweg 58-101, City: Heerenveen State: Zip Code: 8442 LE Country: NL Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date(s): <u>30 August 2007</u>					
4. Application number(s) or patent number(s): If this document is filed together with a new application, the execution date of the application is					
A. Patent Application No(s). 10/575,761 10/533,383 10/512,483 10/512,482 10/543,125 10/546,836 11/632,301 11/658,174			B. Patent No(s). 6,904,962 7,238,105 7,181,918		
Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no					
5. Name & address of party to whom correspondence concerning document should be mailed: David P. Owen HOWREY LLP Customer No. 43,344			6. Total number of applications and patents involved eleven		
			7. Total fee (37 C.F.R. § 3.41).....\$ 440 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account		
			8. Deposit Account Number: 08-3038		
DO NOT USE THIS SPACE					
9. Statement and signature <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
<u>David P. Owen</u> Name of Person Signing Registration No. 43,344		 Signature		<u>1 Nov. 2007</u> Date	
Total number of pages including cover sheet, attachments and document _____ Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231					

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Translation of document entitled "Handelregisterhistorie"

I, Wim Maas.....[name], of Howrey LLP,
amstelplein 1, 1096 HA Amsterdam.....[address],
hereby certify that I am conversant with the languages of English and Dutch and that
I have prepared the attached translation which is a true and correct translation into
the English language of the document entitled "Handelregisterhistorie" and dated 19
Oct. 2007, to the best of my knowledge and belief.

.....[signature],

.....25/10/07.....[date]

*Translation of Document Entitled: "Handelregisterhistorie"***Trade Register History**

01 05068913 Oxycom Beheer B.V. Tel No. 0513 433020
Burgemeester Falkenaweg 58 -101 8442LE Heerenveen

OLD STATUTORY NAMES AS DEPOSITED SINCE 01-10-1993

Statutory name	Forest-Air B.V.
Entry date	04-10-2001
End date	20-02-2003

Statutory name	OXYCELL HOLDING B.V.
Entry date	20-02-2003
End date	30-08-2007

OLD TRADE NAMES AS DEPOSITED SINCE 01-10-1993

Statutory name	Forest-Air B.V.
Entry date	01-08-2001
End date	20-02-2003

Statutory name	OXYCELL HOLDING B.V.
Entry date	20-02-2003
End date	30-08-2007

OLD BRANCH ADDRESSES AS DEPOSITED SINCE 01-10-1993

Address	Kaagstraat 17 19, 8102GZ Raalte
Entry date	***unknown***

Address	Kaagstraat 13, 8102GZ Raalte
Entry date	01-07-2006

Address Kaagstraat 13, 8102GZ Raalte
Entry date 24-04-2007

OLD LEGAL FORMS AS DEPOSITED SINCE 01-10-1993

Legal form Legal entity in the process of formation
Entry date 01-08-2001

OLD COMPANY DESCRIPTIONS AS DEPOSITED SINCE 01-10-1993

Entry date 01-08-2001
Company description: Preserving and exploitation of intellectual properties, the execution and/or sub-contracting of research & development.

Entry date 04-10-2001
Company description: Preserving and exploitation of intellectual properties, the execution and/or sub-contracting of research & development in the field of cooling systems of patents, trademark rights, permits, know how and other industrial property.

OFFICER INFORMATION STEPPED OUT OFFICER(S) COMPANY**Authorized officer(s):**

Name: Reinders, Theodorus Mattheus / 1
Date and place of birth: 24-08-1969, Raalte
Address: Korenbloemstraat 93, 8013XN Zwolle
Entry date: 01-08-2001
End date: 04-10-2001

Name: Reinders, Johannes Antonius Maria / 2
Date and place of birth: 12-07-1952, Raalte
Address: Oude Warkenseweg 1, 7231PE Warnsveld
Entry date: 01-08-2001
End date: 04-10-2001

OFFICER INFORMATION STEPPED OUT OFFICER(S) LEGAL FORMS
Board member(s):

Name:	Reinders, Theodorus Mattheus / 4
Date and place of birth:	24-08-1969, Raalte
Address:	Korenbloemstraat 93, 8013XN Zwolle
Entry date:	04-10-2001
Function:	Director
Authorization:	Sole and independent authority
End date:	01-03-2004

Name:	Reinders, Johannes Antonius Maria / 5
Date and place of birth:	12-07-1952, Raalte
Address:	Oude Warkenseweg 1, 7231PE Warnsveld
Entry date:	04-10-2001
Function:	Director
Authorization:	Sole and independent authority
End date:	13-07-2006

OTHER OFFICER INFORMATION STEPPED OUT

No history for this section

Handelsregisterhistorie

01 05068913 Oxycom Beheer B.V. telnr: 0513 433020
 Burgemeester Falkenaweg 58 -101 8442LE Heerenveen
OUDE STATUTAIRE NAMEN ZOALS VASTGELEGD SINDS 01-10-1993

Statutaire naam	Forest-Air B.V.
Datum ingang	04-10-2001
Datum einde	20-02-2003

Statutaire naam	OXYCELL HOLDING B.V.
Datum ingang	20-02-2003
Datum einde	30-08-2007

OUDE HANDELSNAMEN ZOALS VASTGELEGD SINDS 01-10-1993

Handelsnaam	Forest-Air B.V.
Datum ingang	01-08-2001
Datum einde	20-02-2003

Handelsnaam	OXYCELL HOLDING B.V.
Datum ingang	20-02-2003
Datum einde	30-08-2007

OUDE VESTIGINGSADRESSEN ZOALS VASTGELEGD SINDS 01-10-1993

Adres	Kaagstraat 17 19, 8102GZ Raalte
Datum ingang	***Onbekend***
Adres	Kaagstraat 13, 8102GZ Raalte
Datum ingang	01-07-2006
Adres	Kaagstraat 13, 8102GZ Raalte
Datum ingang	24-04-2007

OUDE RECHTSVORMEN ZOALS VASTGELEGD SINDS 01-10-1993

Rechtsvorm	Rechtspersoon in oprichting
Datum ingang	01-08-2001

OUDE BEDRIJFSOMSCHRIJVINGEN ZOALS VASTGELEGD SINDS 01-10-1993

Datum ingang	01-08-2001
Bedrijfsomschrijving	Het houden en exploiteren van intellectuele eigendommen, het verrichten en/of uitbesteden van research & development.

Datum ingang	04-10-2001
Bedrijfsomschrijving	Het houden en exploiteren van intellectuele eigendommen, het verrichten en/of uitbesteden van research & development op het gebied van koelsystemen van patenten, merkrechten, vergunningen, know how en andere industriële eigendomsrechten.

FUNCTIONARISGEGEVENS UITGETREDEN FUNCTIONARIS(SEN) ONDERNEMING

Bevoegde functionaris(sen):

Naam	Reinders, Theodorus Mattheus / 1
Geboortedatum en -plaats	24-08-1969, Raalte
Adres	Korenbloemstraat 93, 8013XN Zwolle
Infunctietreding	01-08-2001
Uit functie	04-10-2001

Kamer van koophandel: handelsregister - historie

Page 2 of 2

Naam Reinders, Johannes Antonius Maria / 2
Geboortedatum en -plaats 12-07-1952, Raalte
Adres Oude Warkenseweg 1, 7231PE Wamsveld
Infunctietreding 01-08-2001
Uit functie 04-10-2001
FUNCTIONARISGEGEVENS UITGETREDEN FUNCTIONARIS(SEN) RECHTSPERS.
Bestuurder(s):

Naam Reinders, Theodorus Mattheus / 4
Geboortedatum en -plaats 24-08-1968, Raalte
Adres Korenbloemstraat 93, 8013XN Zwolle
Infunctietreding 04-10-2001
Titel Directeur
Bevoegdheid Alleen/zelfstandig bevoegd
Uit functie 01-03-2004

Naam Reinders, Johannes Antonius Maria / 5
Geboortedatum en -plaats 12-07-1952, Raalte
Adres Oude Warkenseweg 1, 7231PE Wamsveld
Infunctietreding 04-10-2001
Titel Directeur
Bevoegdheid Alleen/zelfstandig bevoegd
Uit functie 13-07-2006

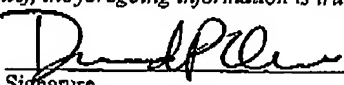
OVERIGE FUNCTIONARISGEGEVENS UITGETREDEN

*** Geen historie voor dit onderdeel***

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Form PTO-1595 (modified) (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): OXYCOM BEHEER B.V. (previously Oxycell Holding B.V.); NL Company No. 5068913 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		2. Name and address of receiving party(ies): Name: HEEMAK B.V. Street Address: Rijksstraatweg 239, City: Haren State: Groningen Zip Code: 9752 CB Country: NL Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date(s): <u>16 October 2007</u>			
4. Application number(s) or patent number(s): If this document is filed together with a new application, the execution date of the application is			
A. Patent Application No(s). 10/575,761 10/533,383 10/512,483 10/512,482 10/543,125 10/546,836 11/632,301 11/658,174		B. Patent No(s). 6,904,962 7,238,105 7,181,918	
Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
5. Name & address of party to whom correspondence concerning document should be mailed: David P. Owen HOWREY LLP Customer No. 43,344		6. Total number of applications and patents involved <u>eleven</u>	
		7. Total fee (37 C.F.R. § 3.41).....\$ <u>440</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account	
		8. Deposit Account Number: <u>08-3038</u>	
DO NOT USE THIS SPACE			
9. Statement and signature <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>			
<u>David P. Owen</u> Name of Person Signing Registration No. 43,344		 Signature <u>1 Nov. 2007</u> Date	
Total number of pages including cover sheet, attachments and document _____ Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231			

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PLEDGE AGREEMENT
with respect to the Additional Loan

The undersigned:

1. **OXYCOM HOLDING BV**
a closed corporation held under Dutch law
located in Maarsbergen,
registered with the trade register under number 30179602
hereinafter: **Corporation**
represented by its director under the articles of incorporation, mr. E. van der Ende
 2. **OXYCOM FRESH AIR B.V.**
a closed corporation held under Dutch law
located in Apeldoorn,
registered with the trade register under number 08127255
hereinafter: **OFA**,
represented by its director under the articles of incorporation, mr. E. van der Ende
 3. **OXYCOM MOBILE B.V.**
a closed corporation held under Dutch law
located in Raalte,
registered with the trade register under number 05067939
hereinafter: **OM**
represented by its director under the articles of incorporation, mr. E. van der Ende
 4. **OXYCOM BEHEER B.V.**
a closed corporation held under Dutch law,
located in Raalte,
registered with the trade register under number 05068913
hereinafter: **OB**
represented by its director under the articles of incorporation, mr. E. van der Ende
 5. **OXYCOM HOLDING SARL**
located in Luxemburg
registered in the trade register under number
hereinafter: **OH-SARL**
represented by mr. E. van der Ende
- the parties 1 up to 5 are also referred to respectively separately and jointly as **Pledgor** and **Pledgors**.
6. **HEEMAK B.V.**
a closed corporation under Dutch law
located in Groningen,
registered with the trade register under number 02072696
hereinafter: **Investor**

Oxycom deed of pledge
Text dated 12 October 2007



represented by its director under the articles of incorporation, Beheersmaatschappij Heerema B.V., in its term represented by mr. P.H. Heerema

WHEREAS

On 8/9 July 2006 an agreement, sufficiently known to the parties, was entered into inter alia by the parties with respect to matters which include the granting of a loan and possibly an additional loan by Investor to the Corporation, hereinafter: the Agreement

For the implementation of the provisions of article 2 paragraph 1 under f of the Agreement the parties have entered into a pledge agreement with respect to the Loan dated 12 July 2006.

Pursuant to and under the conditions set forth in the provisions of article 14 of the Agreement Investor has granted and will grant- in several tranches- an additional loan.

For the implementation of the provisions of article 14 paragraph 1 under f of the Agreement, the parties have agreed upon the following:

HAVE AGREED AS FOLLOWS

Article 1 – Pledge

1. For the benefit of the Investor as an additional security for the settlement of all that the Pledgors may owe to the Investor now or at any future moment in time on account of the additional loan as laid down in article 14 of the Agreement, hereinafter to be referred to as: the Additional Loan, the Pledgors hereby give in pledge, which pledge the Investor herewith accepts:
 - a. the registered trademarks and patents that are or will be owned by Pledgors, hereinafter: the Trademarks and Patents;
 - b. the equipment that is or will be owned by Pledgors, hereinafter: the Equipment;
 - c. the stock that is or will be owned by Pledgors, hereinafter: the Stock;
 - d. the existing and future receivables of Pledgors, hereinafter: the Receivables.the Trademarks and Patents, the Equipment, the Stock and the Receivables, jointly also to be referred to as: the Pledged Goods.
2. The Pledged Goods are pledged as a second ranking pledge, i.e. they are preceded by the first right of pledge of ABN AMRO Bank N.V. (hereinafter: the Bank) that applies to a maximum amount of [REDACTED] for interest and costs.
3. The right of pledge for the Additional Loan is limited to a maximum amount of [REDACTED].
4. The right of pledge is created by the signing of this agreement and furthermore within the scope of the provisions set out in the following articles.

Oxycom deed of pledge
Text dated 12 October 2007



Article 2 – Guarantees and obligations of Pledgors – in general

1. The Pledgors herewith declare that they own the Pledged Goods, that they are entitled to the pledging thereof and that the Pledged Goods are not encumbered with another right of pledge that ranks higher than the right of pledge of the Bank and the right of pledge regarding the Loan nor with a right of usufruct or any other restricted right [*beperkt recht*, as defined under Dutch law].
The Pledgors herewith also declare that the Pledged Goods are not subject to any attachment orders.
2. Pledgors are not empowered to perform acts of disposition and neither are they empowered to encumber rights or restricted rights with or to grant rights or restricted rights on (which also covers the granting of licensing rights) the Pledged Goods without prior written permission from the Investor.
3. The Pledgors are obliged to always exercise due care or see to it that due care is exercised with respect to the Pledged Goods, also in view of the interest of the Investor. The Investor may also, should such be desired, take relevant measures itself or have those measures taken and charge the costs thereof to the Pledgors.

The Pledgor is not allowed to perform any acts which may be detrimental to the interests of the Investor.

4. The Pledgors undertake to inform the Investor promptly of all that may be of interest to the Investor with regard to the Pledged Goods and the person of the Pledgor or Pledgors respectively, which includes an action for annulment, transfer, revendication or declaration of voidness, a bankruptcy, a moratorium, an attachment, a termination, administration or placing under guardianship.

In all events as listed above the Pledgors are in any case obliged to give immediate notice of the existence of the Investor's right of pledge to any person who lodges a claim for cancellation, transfer, revendication or declaration of voidness of the Pledged Goods, the trustee in bankruptcy, the administrator, the bailiff who has carried out the attachment order or the guardian, without prejudice to the right of the Investor to give this information.

5. If the Pledgors are in default towards the Investor, the Investor is empowered to have the Pledged Goods sold by the highest ranking pledgee and to share in the proceeds in accordance with the rank without prejudice to the power of the Investor to sell the Pledged Goods itself while maintaining the higher ranking rights of pledge.
6. The Investor is obliged to inform the Corporation or the one who has established a right of pledge or a usufruct in or who has made an attachment upon one or more of the Pledged Goods at least 8 days beforehand of the manner in which, the place where and the time limit within which the intended sale will take place. Likewise the Investor is obliged to give notice of the sale itself.
7. After having paid the execution costs the Investor will set off the proceeds of the Pledged Goods against the claims the Investor has on the Pledgors pursuant to the Loan. If a pledgee other than the Investor decides to execute one or more of the Pledged Goods, the Investor will set off the part of the proceeds thereof that has been paid in accordance with the rank of the Investor against the claim the Investor has on the Pledgors.

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8. The costs involved in drawing up this agreement will be borne by the Corporation.

Article 3 – Further stipulations regarding the pledging of the Trademarks and Patents

1. The Trademarks and Patents extend to all trademarks and patents (including the patent applications) Pledgors have and/or will obtain.
2. The existing Trademarks and Patents are shown on the list attached as *exhibit 1*.
5. Pledgors undertake to inform the Investor always without delay of the applying for, filing with, obtaining of new Trademarks or Patents.
6. The Investor is entitled to have the pledging of the Trademarks and Patents listed in the appropriate registers.
7. Pledgor is empowered to submit a claim as referred to in Section 70 subsection 5 Dutch Patents Act 1995 [*Rijksoctrooiwet*].

Article 4 – Further stipulations regarding the pledging of the Receivables

1. The Receivables extend to all claims Pledgors have and/or will have at any future moment in time on third parties.
The already existing Receivables are shown on the list of receivables attached as *exhibit 2*.
2. The right of pledge on future Receivables is created by way of registering the pledge lists signed by or on behalf of Pledgors. Pledgors are obliged to specify new Receivables in pledge lists immediately after they have come into existence and to sign these pledge lists and the attached documents and to send or hand them to the Investor at least once every two weeks.
3. Investor is entitled to notify those persons who owe the Receivables of the pledge without notice of default or judicial intervention, and may also in and out of court demand fulfilment of the Receivables, receive payment thereof and give discharge for payments made, make the Receivables due and payable by means of cancellation, settle with the debtors judicially or extrajudicially and exercise all other rights connected with the Receivables.

Article 5 – Further stipulations regarding the pledging of the Equipment and Stock

1. The Equipment and Stock extend to all equipment and stock that are owned or will be owned by Pledgors.
2. The Pledgors are obliged to take out a fire and theft insurance and to continue this insurance with respect to the Equipment and Stock. The Investor is at all times entitled to note the pledge on the policy and, if damage occurs, to make arrangements with the insurer in the capacity of policyholder itself.
3. The Pledgors are entitled to sell the Stock in the normal course of their business.
4. The moment the Pledgors fail to fulfil their obligations towards the Investor or give good reason to the Investor to fear that they may fail to fulfil those obligations, the Investor is entitled to take possession of the Equipment and Stock, to sell it and to pay itself from the

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proceeds, in accordance with its rank. The possible surplus will be paid to the Pledgors without delay.

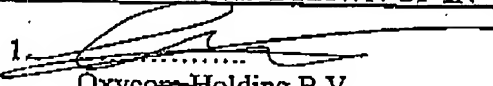
Article 6 – Registration

This agreement is destined to be registered within the meaning of Sections 237 and 239 of Book 3 of the Dutch Civil Code. The Investor is empowered to register further deeds and lists with regard to the pledge relationship as well, or to have them registered, and/or to perform further activities for the implementation of this pledge relationship. Pledgors herewith grant to the Investor irrevocable power of attorney to carry out all that is desirable or necessary to achieve the intended effect.

Article 7 – Disputes – competent court

1. This agreement is exclusively governed by Dutch law.
2. The court in Groningen has exclusive jurisdiction to settle any disputes that may arise in connection with this agreement and/or further agreements, without prejudice to the rights of the parties to appeal and/or bring an appeal in cassation.

AGREED UPON AND DRAWN UP IN TWO COPIES ON 12 OCTOBER 2007.

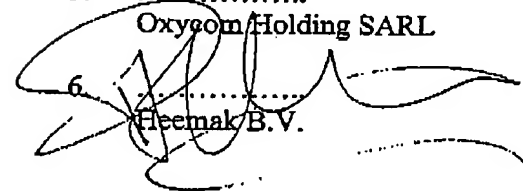
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2. 
Oxycom Fresh Air B.V.

3. 
Oxycom Mobile B.V.

4. 
Oxycom Beheer B.V.

5. 
Oxycom Holding SARL

6. 
Heemak B.V.

Oxycom deed of pledge
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materno.	appl.no	country	status	appl. date
05589.0003				
05589.0003.00GB00	324348,2	United Kingdom	Inactive	17-10-2003
05589.0003.00PC00	PCT/EP2004/011833	Patent Cooperation Treaty	Inactive	18-10-2004
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05589.0003.PCBRO0	PI0415486-0	Brazil	Filed	18-10-2004
05589.0003.PCCA00	N/A	Canada	Inactive	18-10-2004
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05589.0003.PCEA00	200600793	Eurasian Patent Convention	Filed	18-10-2004
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05589.0003.PCIL00	174995	Israel	Filed	18-10-2004
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05589.0003.PCJP00	2006-534723	Japan	Filed	18-10-2004
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05589.0003.PCMX00	PA/a/2006/004228	Mexico	Filed	18-10-2004
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05589.0004.PCEP00	3778297,6	European Patent Convention	Filed	31-10-2003
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05589.0007.EPBE00	3710539,2	Belgium	Granted	27-2-2003
05589.0007.EPCH00	3710539,2	Switzerland	Granted	27-2-2003
05589.0007.EPDE00	3710539,2	Germany	Granted	27-2-2003

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05589.0012.PCPL00	P-373461	Poland	Filed	27-2-2003
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<u>05589.0015.PCEP00</u>	<u>3747235,4</u>	<u>European Patent Convention</u>	<u>Filed</u>	<u>27-2-2003</u>
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<u>05589.0017.PCEP00</u>	<u>4704566,1</u>	<u>European Patent Convention</u>	<u>Filed</u>	<u>23-1-2004</u>
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05589.0018				
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